

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant GAGE International	2. Registration No. 6011
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3. Name of foreign principal Mongolian Ministry of Foreign Affairs and Trade	4. Principal address of foreign principal Peace Ave - 7a, Ulaanbaatar 14210 Mongolia
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5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Ministry of Foreign Affairs and Trade
- b) Name and title of official with whom registrant deals
Ambassador Bekhbat Khasbazar, Embassy of Mongolia

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A
12/20/2010

Name and Title
Leo A. Giacometto
Founder, President and CEO
GAGE International

Signature



Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
GAGE International

2. Registration No.

6011

3. Name of Foreign Principal
Mongolian Ministry of Foreign Affairs and Trade

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

GAGE will engage in an overall government affairs effort on behalf of the Ministry of Foreign Affairs and Trade of Mongolia and the Embassy of Mongolia. GAGE at the direction of the Mongolian Embassy will work with the Executive Office of the President of the United States, the United States Senate, the United States House of Representatives, and the various Federal Agencies to promote and enhance the bilateral political, economic and cultural relations between Mongolia and the United States.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

- Passage of a favorable U.S. Congressional Joint Resolution on U.S./Mongolia Education Programs
- Working to increase direct foreign assistance from the United States for FY 2012, particularly USAID assistance.
- Protecting the FY 2011 Presidential budget request and work to secure future additional funding from the State Department's discretionary funds, especially for Mongolia's chairmanship of the Community of Democracies since 2011

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Date of Exhibit B 12/20/2010	Name and Title Leo A. Giacometto Owner, President and CEO GAGE International	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LOBBYING & CONSULTING AGREEMENT

THIS AGREEMENT, made as January 1, 2011 by and between the **MINISTRY OF FOREIGN AFFAIRS AND TRADE OF MONGOLIA** (hereinafter referred to "the Government") and **GAGE INTERNATIONAL, LLC** (hereinafter referred "GAGE").

WHEREAS, the Government has specific international political and development issues it wants to address that are before the United States Congress and the United States Presidential Administration;

WHEREAS, the Government desires to retain the services of GAGE as described in this Agreement ("Exhibit A"); and

WHEREAS, GAGE has the expertise and experience in the areas in which it is retained to perform services and represents that it is capable of accomplishing such services, and desires to perform such services for the Government;

Now therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, **it is agreed as follows:**

Section 1 - Services

GAGE shall perform the services commencing upon the execution of this Agreement described in the Statement of Work, shown in Exhibit A, which is attached to and hereby made a part of this Agreement, ("Services"). Additional or changed statements of work may be entered into from time to time by the parties, provided that such additions or changes shall be in writing, and agreed to by both parties. GAGE shall perform the Services in coordination with persons as may be designated by the Government from time to time.

Section 2 - No Conflict of Interest

Both parties agree to immediately notify the other party of any actual or potential conflict of interest that may arise out of GAGE's performance under this agreement on behalf of Government. If a conflict of interest should arise, GAGE agrees to endeavor to resolve such conflict as soon as possible. Should any conflict of interest not be resolved to the satisfaction of Government, Government has the right to terminate this agreement immediately upon written notice. GAGE currently has business interests in Mongolia and this agreement does not preclude GAGE from continuing to work on those projects, or any future, Mongolian projects.

Section 3 - Term and Termination

(a) Term: The Services shall be provided for six (6) months from 1 January 2011 until 1 July 2011 and will be extended at six month intervals unless or until, GAGE or the Government terminates this agreement at the end of each six month term or as set forth below or provided in Section 2 above.

(b) Termination:

(1) Either party may terminate this Agreement in the event of a breach by the other of any provision of this Agreement (and the other party fails to cure the breach within 10 business days of written notice specifying the breach), or if the other becomes the subject of voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceedings, makes an assignment for the benefit of creditors or admits in writing its failure to pay debts as they become due. In the event of a termination for default, the non-defaulting party shall be entitled to all direct damages incurred by it as a result of the default, as well as to any other rights and remedies available at law or in equity including reimbursement of reasonable attorney fees and costs incurred to enforce the terms of this Agreement.

(2) The Government may terminate this Agreement in the case of GAGE's unsatisfactory performance and unsatisfactory results under this Agreement. If GAGE shall not have remedied within 21 business days of the receipt of a notice specifying the issue, the Agreement shall be terminated after 21 business days.

Section 4 - Charges and Payment

(a) In consideration of the performance of Services under this Agreement, the Government shall pay GAGE at the rate and in accordance with the schedule shown in Exhibit A, which is attached to and hereby incorporated as a part of this Agreement.

(b) In addition to the rates shown in Exhibit A, Government shall reimburse GAGE for all out-of-pocket travel expenses incurred in the performance of this Agreement. To be eligible for reimbursement, expenses must be pre-approved by Government.

Section 5 - Warranty

GAGE warrants that all Services performed under this Agreement will comply with the applicable statement of work or specification and will be performed in accordance with industry practices and standards.

Section 6 - Nondisclosure Agreement

GAGE agrees not to disclose information about the Government and its operations, or any other information, policy, or technology that would be deemed confidential, a trade secret, or other forms of proprietary information, except as required by law. The Government agrees not to disclose information about GAGE and its operations, clients, or any other information technology, or business practices that relates to their respective businesses that would be deemed confidential, a trade secret, or other forms of proprietary information, except as required by law.

Section 7 - Indemnification and Insurance

GAGE shall defend, indemnify, hold harmless and insure the Government from any and all damages, expenses, or liability resulting from or arising out of negligence or misconduct by GAGE.

The Government shall defend, indemnify, hold harmless and insure GAGE from any and all damages, expenses, or liability resulting from or arising out of negligence or misconduct by Government.

Section 8 - Survival of Terms

The provisions contained in sections 3, 4 and 7 of this Agreement shall survive the termination of this Agreement or any amendments or extensions hereof. In addition, the provisions of Exhibits A and B which, by their terms, are intended to survive the termination of this Agreement shall do so.

Section 9 - Status of Parties

- (a) GAGE, and its employees who perform Services under this Agreement, shall be deemed at all times to be an independent contractor and, as such, during the term of this Agreement will not be eligible for any of the Government's or any affiliated Government's employee benefits, including but not limited to Group Insurance, separation or vacation pay, or participation in any pension or stock option plan, and the Government shall not make deductions or withhold funds from compensation paid hereunder for the purpose of Social Security, Federal, State, or local income tax. Nothing contained in this Agreement shall be construed as creating the relation of employer and employee between the parties during the term of this Agreement.
- (b) GAGE will file appropriate U.S. Congressional Lobby Disclosure forms.

- (c) GAGE will file appropriate Foreign Agent Registration Act Documents.

Section 10 - Miscellaneous

- (a) Notices: (1) All notices which are required or permitted to be given under this Agreement shall be sent postage prepaid, by certified mail, by courier such as Federal Express, or by facsimile, to the addresses set forth below.

If to the Government:

Ambassador Khasbazaryn Bekhbat
Embassy of Mongolia
2833 M Street, NW
Washington DC 20007 USA
202-333-7117

If to GAGE:

Leo A. Giacometto
GAGE International, LLC
122 C Street, NE
Suite 380
Washington, DC 20001
Lco@GAGE.cc
202-230-2497

- (2) The parties may, by written notice, designate other physical addresses, electronic mail addresses and/or facsimile numbers for receipt of notices under this Agreement. Notwithstanding any other provision of this paragraph (a), if the Government's or GAGE's address changes, this paragraph shall be deemed amended to reflect such address changes.

- (b) Standard Terms and Conditions. The parties acknowledge they have read and agreed to the Standard Terms and Conditions set forth in Exhibit B attached hereto and which are hereby incorporated by reference.

- (c) Applicable law: This Agreement shall be subject to the laws of the country of Mongolia, without giving effect to the principles of conflict of laws thereof.

- (d) Alternative Dispute Resolution: Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by one (1) arbitrator in accordance with the rules of the American Arbitration Association. The parties also agree that any and all disputes between them shall be governed by Mongolian law, and that the arbitrator shall apply Mongolian law, without regard to the choice of law rules of any jurisdiction where the arbitration may be conducted.

- (e) Waiver and severability: (1) The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of the same or any other breach by either of the parties to this Agreement, whether prior or subsequent.

- (2) If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remainder of this Agreement shall not thereby be affected, and this Agreement shall be deemed to be amended to the extent necessary to delete such provision.



(f) Headings: The section, paragraph, and subparagraph headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

(g) Force Majeure: Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party, provided, however, that the delay or failure in performance could not have reasonably been foreseen or provided against; and provided further that each party exercises such diligence as the circumstances may require.

(h) Earlier Agreements Superseded: This agreement and Exhibits A and B represents the entire agreement between the parties and, as of the date first entered above, and supersedes any earlier agreements (whether written or verbal) between the parties as to the subject matter hereof.

IN WITNESS WHEREOF THE PARTIES HAVE ENTERED INTO THIS CONSULTING AGREEMENT, AS OF THE DATE FIRST SET FORTH ABOVE


DONE IN ENGLISH AND MONGOLIAN


Ministry of Foreign Affairs and Trade
Mongolia

Signature
Ambassador Extraordinary and
Plenipotentiary
Title

Bekhbat Khasbazar
Name

Dec. 3. 2010.
Date

GAGE INTERNATIONAL, LLC


Signature
CEO
Title

Leo A. Giacometto
Name

3 Dec 2010
Date

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EXHIBIT A

STATEMENT OF WORK

GAGE will engage in an overall government affairs effort on behalf of the Ministry of Foreign Affairs and Trade of Mongolia and the Embassy of Mongolia. GAGE at the direction of the Mongolian Embassy will work with the Executive Office of the President of the United States, the United States Senate, the United States House of Representatives, and the various Federal Agencies to promote and enhance the bilateral political, economic and cultural relations between Mongolia and the United States. Our efforts will focus on two specific items and the general support to the Embassy:

1. Passage of a favorable U.S. Congressional Joint Resolution on U.S./Mongolia Education Programs
2. Support of the Mongolian Embassy in the United States and, with mutual agreement, not limited to the issues listed below:
 - Providing political intelligence regarding federal legislation and presidential policy that would impact Mongolia and taking action to influence policymakers;
 - Scheduling meetings with key Members and staff of both the Senate and House of Representatives in order to bring visibility and advocate on behalf of the country;
 - Protecting the FY 2011 Presidential budget request and work to secure future additional funding from the State Department's discretionary funds, especially for Mongolia's chairmanship of the Community of Democracies since 2011;
 - Working to increase direct foreign assistance from the United States for FY 2012, particularly USAID assistance.

PAYMENT

In consideration of the above activities, GAGE will receive the following:

After each submission of the monthly statement of work to the Embassy of Mongolia in Washington, the Government shall pay GAGE the amount of twenty five thousand US dollars (USD\$25,000) and all pre-approved travel expenses if any.

The monthly retainer amount may be increased upon review of the Minister of Foreign Affairs and Trade of Mongolia.

The payment shall be transferred to:

GAGE International

[REDACTED] SW.

Co: Gage International, LLC

[REDACTED]

EXHIBIT B

STANDARD TERMS AND CONDITIONS

1. The Government agrees that GAGE in rendering its services to the Government under this Engagement Agreement will rely entirely upon information supplied by the Government, publicly available information, and information obtained from any Third Parties for which GAGE shall make no independent verification of any of such information. The Government shall promptly provide GAGE with all relevant information about the Government (to the extent available to the Government) that shall be reasonably requested or required by GAGE to accurately represent the Government before the United States Government. The information furnished or made available by the Government to GAGE shall be true, accurate, and correct in all material respects at the time furnished or made available and GAGE shall not in any respect be responsible for the accuracy or correctness of, or have any obligation to verify, the same.
2. In rendering its services to the Government under this Consulting Agreement, GAGE is not (a) assuming any responsibility for the Government's underlying decision to effect any action or for any economic, financial or other results which may be obtained or experienced by the Government as a result of GAGE's engagement under this Agreement or warranting the suitability or desirability of any Third Party with which the Government consummates an action.
3. The Government acknowledges and agrees that any advice or opinion, oral or written, delivered to it by GAGE or its representatives in connection with this Agreement is prepared solely for the confidential use of the Government and shall not be reproduced, summarized, or referred to in any public document or given or otherwise divulged to any other person, other than its officers and directors, its employees on a need to know basis, and its attorneys, without GAGE's prior written consent, except as may be required by applicable law or regulation, which consent shall not be unreasonably withheld or delayed. GAGE will have no obligation to update any advice or opinion for any events or circumstances occurring after the date of any such advice or opinion.
4. The Government acknowledges that upon consummation of a successful action or beneficial political outcome, GAGE may, at its own expense, place an announcement in such newspapers and periodicals as it may choose, stating that GAGE acted as advisor to the Government in connection with such event.
5. The Government represents and warrants that: (a) it has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (b) this Agreement has been duly authorized and executed and constitutes a valid and binding agreement of the Government, enforceable in accordance with its terms; and (c) the execution and delivery of this Agreement and the consummation of the Services contemplated hereby does not conflict with or result in a breach of (i) the Government's laws or (ii) any agreement to which the Government is a party.
6. Nothing contained in this Agreement shall be construed to allow either GAGE or the Government to have the power to obligate or bind the other in any manner whatsoever. GAGE in performing its services hereunder shall at all times be an independent contractor and any duties arising out of its engagement shall be owed solely to the Government. It is understood that GAGE's responsibility to the Government is solely contractual in nature and GAGE does not owe the Government or any other person any fiduciary duty as a result of this Agreement.
7. The parties agree that GAGE is a *bona fide* government consulting business employed by the Government in accordance with United States Federal law. The parties agree as follows:
 - (a) that the fee paid to GAGE by Government is equitable when compared to the services performed or to customary fees for similar services related to international governmental business;
 - (b) that GAGE has adequate knowledge of the Government's positions and policies, as well as other qualifications necessary to represent issues of interest to the Government on their merits;

- (c) that the Government and GAGE have a continuing relationship [or, if this is a newly established relationship, contemplate future continuity];
- (d) that GAGE is a regular, and well-established business that has existed for ten years doing business as a government relations specialist; and
- (e) that, under this agreement, GAGE will represent the Mongolia on issues before the United States government and to identify opportunities with economic and political benefit to the Government.

8. Any waiver by any party of a breach of any provision of this Consulting Agreement shall not operate as or be construed to be a waiver of any other provisions of this Consulting Agreement. The failure of a party to insist upon strict adherence to any term of this Consulting Agreement on one or more occasions shall not be construed or considered to be a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Consulting Agreement. Any waiver of a provision of this Consulting Agreement must be in writing executed by all of the parties hereto.

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